

EXHIBIT A

TERMS OF SERVICE

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TERMS OF USE

BY USING OUR WEBSITE YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. **Introduction:** These Terms of Use govern your use of OnlyFans and your agreement with us. Here are a few key things to note:

We can modify these Terms of Service at any time.

If you purchase a Subscription, it will automatically renew for additional periods of the same duration unless you cancel it.

Your rights may vary depending on where you are resident when you access OnlyFans.

If a dispute arises between you and us, you agree to notify us and agree to mediation before bringing any claim against us.

2. **Interpretation:** In the Terms of Service:

- a. We refer to our website as "**OnlyFans**", including when accessed via the URL www.onlyfans.com;

- b. References to "**we**", "**our**", "**us**" are references to Fenix International Limited, the operator of OnlyFans;
- c. "**Business User**": a User who uses OnlyFans for commercial reasons, whether acting on their own behalf or through someone else, including Referring Users;
- d. "**Consumer**": all Users who are not Business Users;
- e. "**Content**": any material Uploaded to OnlyFans by any User, including any photos, videos, audio, livestream material, data, text, metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
- f. "**Contract between Fan and Creator**": the terms which govern each Creator Interaction;
- g. "**Creator**": a User who has set up their OnlyFans account to post Content for Fans to view;
- h. "**Creator Earnings**": the portion of a Fan Payment payable to a Creator pursuant to these Terms of Service after deducting all fees and applying all relevant tax laws;
- i. "**Creator Interaction**": an interaction on OnlyFans that grants access to a Creator's Content, including: (i) a Subscription; (ii) a payment for pay-per-view Content; and (iii) any other interaction or payment between a User and a Creator's account or Content, including direct messages;
- j. "**Fan**": a User who has registered for an account and who can access a Creators' Content via a Creator Interaction;
- k. "**Fan Payment**": any payment related to a Creator Interaction;
- l. "**Include**", "**Includes**", and "**Including**" also mean "**without limitation**";
- m. "**Indirect Sales Taxes**": any Tax that is statutorily applied to Fan Payments in any relevant jurisdiction;
- n. "**Notice**", "**Notify**", and "**Notification**": our attempt to share information with you by: sending a message to your OnlyFans account, or sending an email to an address you provide, or posting a letter to the physical address you provide, or sending a text message to or calling a phone number you provide;
- o. "**Referring User**": a User who participates in the OnlyFans Referral Program;
- p. "**Subscription**": a Fan's binding agreement to obtain access for a specific period of time to all content that a Creator makes available to Fans in exchange for authorised automatic renewal payments. This excludes individually priced content;

- q. **"Subsidiary"**: a legal entity of which Fenix or a Fenix Subsidiary, alone or with other Fenix Subsidiaries, owns, or has the power to vote or control;
- r. **"Tax"**: all forms of tax and statutory, governmental charges, duties, imposts, contributions, levies, withholdings, or liabilities wherever chargeable in any applicable jurisdiction;
- s. **"Terms of Service"** (also called **"your agreement with us"**): the legally binding agreement between you and us which consists of: (i) these [Terms of Use](#); (ii) [Acceptable Use Policy](#); (iii) [Referral Program Terms](#); (iv) [Platform to Business Regulation Terms](#); (v) [Complaints Policy](#); (vi) [Appeals Policy](#); (vii) [UK VAT Policy](#); and (viii) [Community Guidelines](#);
- t. **"United Kingdom"** and **"UK"**: the United Kingdom of Great Britain and Northern Ireland;
- u. **"Upload"**: publish, display, post, type, input, or otherwise share any photos, videos, audio, livestream material, data, text, metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
- v. **"User"**: any user of OnlyFans, whether a Creator or a Fan or both (also referred to as **"you"** or **"your"**).

3. **Who we are and how to contact us**: OnlyFans is operated by Fenix International Limited. We are a limited company registered in England and Wales, with company registration number 10354575 and we have our registered office address at 9th Floor, 107 Cheapside, London, EC2V 6DN. Our VAT number is 268196365.

To contact us with questions, please email support@onlyfans.com or use our [Contact Form](#). You may also write to us at 9th Floor, 107 Cheapside, London, EC2V 6DN.

4. **We may change the Terms of Service**: Where permitted we may change any part of the Terms of Service without Notice:
- a. To reflect changes in applicable laws and regulations; and/or
 - b. To address a risk to OnlyFans, to us, to Users, or to relevant third parties.

We may also make other changes and will Notify you so you may delete your account before the changes take effect. Once updated you will be bound by the effective Terms of Service if you continue to use OnlyFans.

5. **We may change, suspend, or deactivate OnlyFans**: We may change OnlyFans from time to time for any reason. We do not guarantee that OnlyFans, or its Content, will always be available or accessible without interruption. We may suspend, withdraw, or restrict the availability of any part of OnlyFans.

6. **Registering with OnlyFans:** By registering with and using OnlyFans, you agree to the Terms of Service. If you do not agree, your sole remedy is to not register or stop being an OnlyFans User. We may reject an account application for any reason. To use OnlyFans you must register and open an account on OnlyFans. You must provide a valid email address, a username, and a password or authenticate using an approved third-party. Your password must comply with the OnlyFans password requirements.

a. To register as a User and open a Fan account:

- i. You must be at least 18 years old;
- ii. You must be able to be legally bound by a contract with us;
- iii. You must be legally permitted to join, view Content, and to use any functionality provided by OnlyFans;
- iv. You must not be convicted of committing a serious crime; and
- v. You agree to pay (where required) for Creator Interactions in accordance with the Terms of Service and the [Contract between Fan and Creator](#).

If you do not meet the above requirements, you must not access or use OnlyFans. You may also be asked to provide additional information prior to account approval.

b. To open a Creator account, you must also:

- i. Upload a valid form of ID and two photos of you;
- ii. Add a bank account, payment details for your bank account, or a payment method;
- iii. Select a method ("**Payout Option**") for us to transfer Creator Earnings to you;
- iv. If you are registered for VAT in the UK, provide your UK VAT number;
- v. Submit additional age or identity verification information any time we ask for it;
- vi. Set a monthly subscription price, if any, for your Fans;
- vii. Add Content for Users to view when they subscribe to your account and become your Fans; and
- viii. Provide any additional information we request, which may vary depending on where you live or your nationality.

7. **Adult material:** Some Content on OnlyFans contains adult material, and you acknowledge and agree to this when you access OnlyFans. We are not responsible for any loss or damage you suffer as a result of how or where you view Content.

8. Content – general terms:

- a. Your Content is not confidential, and you authorise your Fans to access and view your Content on OnlyFans for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
- b. You are legally responsible for all Content you Upload. If you are a Creator and someone else assists you with the operation of your Creator account, this does not affect your legal responsibility. Our relationship is with you, and not with any third-party, and you will be legally responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.
- c. You warrant that, for each item of Content you Upload to OnlyFans:
 - i. it complies with the Terms of Service and all applicable laws;
 - ii. you own your Content (and all intellectual property rights in it) or hold all rights necessary, including licenses, to post and monetise the Content on OnlyFans or the subsequent use of that Content by OnlyFans;
 - iii. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use of that Content on OnlyFans and by us; and
 - iv. the Content is:
 1. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;
 2. reasonably suitable for any purpose which the Fan has made known to you; and
 3. as described by you.
- d. You are liable to and will indemnify us if any warranty in this section of these Terms of Use is untrue. This means you will be responsible for any resulting loss or damage we suffer.
- e. We are not responsible for, do not control, and do not endorse any Content you or any other OnlyFans User posts. We have no direct control over what your Content may comprise and are not obligated to pre-screen Content. We reserve the right to pre-

screen, monitor, or reuse Content. We reserve the right to remove Content that violates our Terms of Service.

f. You agree to act as custodian of records for all Content you Upload to OnlyFans.

9. **Fan subscriptions and purchases:** This section applies to Creator Interactions including Subscription billing and renewals:

- a. Creator Interactions are governed by the [Contract between Fan and Creator](#). We may moderate Content and we facilitate Creator Interactions by providing the OnlyFans platform, but we are not a party to the [Contract between Fan and Creator](#) or any other contract between a User and a Creator, and we are not responsible for Creator Interactions.
- b. Creators are solely responsible for determining any pricing applicable to Creator Interactions.
- c. All prices appear, and are charged, in USD. Payment providers may charge currency conversion fees.
- d. Fan Payments are exclusive of Indirect Sales Tax, which shall be added at the current rate as applicable to Fan Payments.
- e. When a Creator receives Notice that the Creator Interaction has been confirmed, that Creator must perform their part of the Creator Interaction. Creators agree to indemnify us for any breach of this obligation and are responsible for any loss or damage we suffer as a result of such failure.
- f. Before entering into a Creator Interaction with a particular Creator, Users must add payment information to their account and then click 'Subscribe' on the relevant Creator's account.
- g. Users authorise us and each Subsidiary to supply payment information details to a third-party payment provider for the purpose of processing Fan Payments.
- h. The payment provider will take: (i) periodic payments for Fan Payments which are Subscriptions; and (ii) immediate payments for Fan Payments other than Subscriptions. You authorise and consent to each of these payments being debited using your supplied payment information.
- i. If you provide details of more than one payment method and a Fan Payment from the first method fails, we will use the other payment method for the Fan Payment.
- j. **When you select "Subscribe," you agree to start a Subscription. A Subscription will automatically renew at the current rate (plus Indirect Sales Tax). You authorise us to**

charge you again after each Subscription, unless: (i) your payment is declined and you have not provided another payment; (ii) the Subscription price has increased; (iii) you switched off the "Auto-Renew" feature on the Creator's account; or (iv) you close your OnlyFans account before the new subscription period begins. **By selecting "Subscribe," you agree to these provisions, and acknowledge that you will not receive further Notice regarding the renewal of that Subscription.**

- k. If you cancel a Subscription, you can view the relevant Creator's Content until the end of the subscription period in which you cancelled, after which no further payments will be taken from you in respect of subscriptions to that Creator's profile (unless you begin a new Subscription to that Creator's profile), and you will no longer be able to view the relevant Creator's Content.
- l. You agree not to make: (i) unjustified requests for a refund; or (ii) unjustified chargeback requests of your payment card provider in relation to any Creator Interaction or tip to a Creator. If we determine that any refund or chargeback request was made by you in bad faith, we may suspend or delete your User account.
- m. You can prepay an amount on OnlyFans ("**Wallet Credits**") which you can later use for Fan Payments. Purchases on OnlyFans cannot be divided - if you attempt a purchase that costs more than the total amount of your remaining Wallet Credits, your payment card will be charged the full amount for that purchase. Wallet Credits are subject to a maximum amount as indicated. Interest will not accrue on Wallet Credits. Wallet Credits are non-refundable, which means that you are not entitled to a refund of any unused Wallet Credits.

10. **Creator payouts:**

- a. All Fan Payments will be received and processed by a third-party payment provider we approve.
- b. Our Fee is calculated as 20% of the total Fan Payment and will be deducted from each Fan Payment.
- c. Creator Earnings will only be available for withdrawal when reflected in your OnlyFans account.
- d. To withdraw Creator Earnings from your OnlyFans account, your account balance must meet the minimum payout amount requirement.
- e. All Fan Payments and Creator Earnings are transacted in USD. Your bank or e-wallet company may charge currency conversion or other fees. We do not control currency exchange rates, banking charges, or e-wallet provider charges. We and any Subsidiary are not responsible for paying such charges.

- f. If a Fan successfully seeks a refund or chargeback from their credit card provider of a Fan Payment, we may deduct an amount equal to the Creator Earnings portion of the refunded or chargedback amount.
- g. Except for Payout Options by direct bank transfer, we do not store the data you disclose when you register your Payout Options with a payment provider.

11. Tax compliance:

a. General:

- i. Creators are responsible for their own Tax affairs and neither we nor any Subsidiary:
 - (i) are responsible for advising you on your Tax affairs or liable for any general Tax information provided on OnlyFans or by support@onlyfans.com; or (ii) liable for any Creator's non-payment of Tax.
- ii. By using OnlyFans as a Creator, you warrant that you have reported, and will report in the future, all payments you receive in connection with your use of OnlyFans to the relevant Tax authority in your jurisdiction, as required by law.
- iii. If, while you have an OnlyFans account, you become Tax non-compliant in relation to your use of OnlyFans or if you are named in any litigation, inquiry, or investigation in connection with, or which may lead to, any Tax non-compliance in connection with your use of OnlyFans, we reserve the right to close, restrict payouts from, or restrict earnings from your account.

- b. **UK VAT and UK established Creators:** If you are a Creator registered for UK VAT, you must follow our [UK VAT Policy](#).
- c. **EU VAT and EU established Creators:** If you are a Creator registered in an EU country, you must adhere to the EU VAT rules that apply.
- d. **Compliance responsibility:** You alone are responsible for ensuring that you make any necessary Tax filings and pay any Tax due on your earnings on OnlyFans. Failure to comply with your Tax obligations may result in your OnlyFans account being closed or suspended.

12. Our rights and obligations:

- a. We reserve the right to suspend or remove Content that may breach our Terms of Service.
- b. We comply with applicable laws requiring us to use proportionate measures to quickly remove illegal Content when we become aware it is on OnlyFans.

- c. When we review Content in accordance with our internal policies, we reserve the right to conduct these reviews with technology tools such as classifiers, and Artificial Intelligence and Machine Learning-enabled tools to detect and remove Content that violates our policies.
- d. We may use recommender systems by, for example, displaying Creator accounts on your home page that other Users who share subscription preferences similar to yours have chosen to follow.
- e. We are not responsible for any loss you claim to have suffered because of any action we take, in accordance with our Terms of Service, to suspend or remove Content.
- f. We may suspend or delete Content and accounts according to our Terms of Service. If we do, we will try to Notify you.
- g. If your account is terminated, we may deal with your Content in accordance with our [Privacy Policy](#) . You will not be able to access your Content after your account is terminated.
- h. We may review any suspected or alleged misuse, abuse, or unlawful use of OnlyFans and cooperate with law enforcement agencies in such reviews.
- i. We may disclose any information or records in our possession or control about your use of OnlyFans to third parties in keeping with our [Privacy Policy](#).
- j. We may change which third-party payment providers process Fan Payments.
- k. Other than Content which is owned by or licensed to Creators, we and/or our licensors own all rights in and to OnlyFans and its entire contents.
- l. We are the sole owners of any and all anonymised data relating to your use of OnlyFans and we can use that data for any purpose permitted by law.
- m. We may choose how we communicate with you, including by emails and messages posted to your OnlyFans account.

13. **What we are not responsible for:** We will use reasonable care and skill in providing OnlyFans to you, but there are things we are not responsible for, including:

- a. We do not control Content that Users post on OnlyFans. We do not choose, endorse, authorise, approve or guarantee the completeness, legitimacy, legality, accuracy, or reliability of any Content Users post on OnlyFans. We comply with applicable laws requiring us to use proportionate measures to quickly remove illegal Content when we become aware it is on OnlyFans. You may report Content you suspect may be illegal by following our [Complaints Policy](#).

- b. We do not grant you any rights in relation to Content.
- c. Whether your Content is viewed by individuals that recognise your identity.
- d. Any suggestions, comments, reviews, or requests that any User provides, accepts, or receives.
- e. Any promise or guarantee that Creators or Referring Users will generate earnings from OnlyFans.
- f. Whether OnlyFans is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access OnlyFans.
- g. The availability of the internet, or any issues in your hardware, or software, that may impact your use of or access to OnlyFans.
- h. Any lost, stolen, or compromised User accounts, passwords, email accounts, or any resulting unauthorised activities or resulting unauthorised payments or withdrawals of funds.
- i. The circulation of Content recorded in breach of the Terms of Service.

14. Circumstances in which we may suspend or delete your account and/or Content, pause Fan Payments, and/or withhold Creator Earnings:

- a. We may suspend or delete your account with 30 days' Notice, at any time, for any reason;
- b. At any time, without warning or Notice and for as long as is necessary to review the relevant facts, we may: (i) suspend or delete your account and/or your Content; (ii) pause Fan Payments which would have been due during the suspension period; (iii) withhold any part of your Creator Earnings; and/or (iv) suspend, refund, or cancel Fan Payments if:
 - i. we think you have or may have seriously or repeatedly breached the Terms of Service;
 - ii. you attempt, or threaten, to breach the Terms of Service in a way which we think has or could have serious consequences for us or another User; and/or
 - iii. we suspect that all or any part of the Creator Earnings result from unlawful or fraudulent activity, either by you or by the Fan who made the Fan Payment resulting in the Creator Earnings.

- c. If, based on our review of the relevant facts, we determine that any of the above is true, we may: (i) delete your account and/or your Content; (ii) treat any part of your Creator Earnings as forfeited; and/or (iii) refund or cancel Fan Payments. We will Notify you when we take any such action and will provide a statement of reasons why. If we terminate your Fan account for violating the Terms of Service, Fan Payments, including prepaid Subscription payments, will not be refunded.
- d. If you do not dispute our decision within six months of Notification, you waive the right to dispute the decision. You may dispute a Creator Earnings forfeiture decision by following our [Complaints Policy](#) and dispute an account termination or Content deactivation decision by following our [Appeals Policy](#). In certain jurisdictions, you may be entitled to bring a claim against us for breach of contract where we remove or restrict access to your Content or the OnlyFans platform in breach of our Terms of Service.
- e. If a lien, levy, or other encumbrance is placed on your Creator Earnings, we may withhold any part of your Creator Earnings and may suspend or cancel Fan Payments. We have no duty to make ongoing payments to your creditor(s) and may withhold Creator Earnings until an encumbrance is removed.
- f. We may use any part of your Creator Earnings to set off any harm or loss we suffer as a result of your breach(es) of the Terms of Service.

15. Intellectual property rights – ownership and licenses:

- a. You confirm that your Content does not infringe or violate the intellectual property rights of any third-party and that you own or have obtained all rights necessary to distribute, copy, display, publicly perform or otherwise use the Content.
- b. You agree to grant us a license to all your Content to perform any act related to the operation of OnlyFans and our related products and services, including reproducing, making available or displaying to the public, distributing, creating derivative works, and otherwise using your Content, including for the purpose of improving the features and functionalities of OnlyFans and our related products and services.
- c. The license you grant us is perpetual, non-exclusive, worldwide, royalty-free, sublicensable, assignable, and transferable by us.
- d. Except for mandatory provisions of law that apply to you, you waive any moral rights you may have under any applicable law to object to treatment of your Content.
- e. We will never sell your Content to other platforms; however, in the event of a sale of our company or its assets, we may transfer any license you have granted us.

- f. While we do not own your Content, you grant us the right to submit notifications of infringement (including of copyright or trademark) on your behalf to any third-party that is infringing your Content. We are under no obligation to submit such notifications or to police infringements of your Content.
- g. Our [DMCA Takedown Policy](#) describes our procedures for responding to reports that infringing content was published on OnlyFans. Our [Complaints Policy](#) explains how to make a complaint about infringement of intellectual property rights on platforms other than OnlyFans.

16. Co-authored Content:

- a. You are legally responsible for all Content you Upload. You may Upload Content that features someone other than you ("**Co-Authored Content**").
- b. You warrant that each individual in Co-Authored Content you Upload is:
 - i. a Creator you have tagged using the tool available on OnlyFans; or
 - ii. an individual at least 18 years of age whose proof of identity and whose written, informed consent you have obtained to share the Content on OnlyFans.
- c. You and each Co-Author will provide us with necessary documents to confirm you have satisfied the requirements of these Terms of Service.
- d. If you, or anyone appearing in Co-Authored Content, do not provide any information we request, we may restrict or delete the Co-Authored Content or your account, and/or withhold all or any portion of your Creator Earnings.
- e. We are not a party to any agreement that you have to create Co-Authored Content or any resulting dispute. All claims arising from Co-Authored Content shall be made against the Creator(s) who posted or who appear in the Co-Authored Content. You will not make any claims against us, and you release us from any claims against us, arising from Co-Authored Content.
- f. Any individual(s) who appear in the Co-Authored Content may, at any time, withdraw their consent to appear in that Co-Authored Content. Co-Authored Content may be deleted where a participant withdraws consent.

17. Sharing and linking to and from OnlyFans:

- a. Other online platforms may allow Users to connect their OnlyFans account and share Content. You remain bound by the OnlyFans Terms of Service and that platform's terms of service when sharing content in this way.
- b. Links to OnlyFans:

Do not link to OnlyFans in a way that is deceptive or that suggests any form of association, approval, or endorsement on our part.

Any link promoting your Creator account must comply with our Terms of Service and the terms of service where you advertise.

Do not promote your OnlyFans account using Google Ads or any similar advertising platform or search engine advertising service.

- c. Links from OnlyFans: Links on OnlyFans to other web sites are provided for your convenience only. We are not liable for, do not control, approve of, or endorse those linked websites or the information they contain.
- d. Domain Names: You may register or use domain names that contain the OnlyFans trademark or a confusingly similar term only if:

The domain name is registered by the Creator;

The domain name redirects to the Creator's OnlyFans account; and

The Creator obtains written permission from OnlyFans by contacting support@onlyfans.com and signs a licensing agreement.

If you fail to comply with these provisions or the licensing agreement, we may file a domain dispute or seek other remedies.

18. **Advertising on OnlyFans:** If you Upload Content to your Creator account which is designed to promote, directly or indirectly, third-party goods or services, in return for payment or other valuable consideration (together "**Advertising Content**"), then you must ensure that the Advertising Content:

- a. is not illegal, prejudicial, threatening, false, fraudulent, harmful, hateful or in violation of our [Acceptable Use Policy](#) or [Community Guidelines](#);
- b. does not advertise cigarettes, other tobacco products, electronic cigarettes, illegal drugs, or any prescription-only medicine;
- c. does not advertise, promote, or facilitate illegal gambling;
- d. does not direct any Advertising Content for alcoholic drinks at minors or encourage excessive consumption of alcohol; and
- e. adheres to the requirements in Section 19 of these Terms of Use.

19. **Transparency requirements:**

- a. **Advertising Content:** Clearly and conspicuously label Advertising Content you Upload to OnlyFans by including in the caption of the Advertising Content:
 - i. a signifier such as #ad, #paidpromotion or #sponsored; and
 - ii. the name of the brand advertised and who paid for the Advertising Content.
- b. **AI Generated Content:** AI Generated content must comply with our Terms of Service and must be clearly and conspicuously captioned as AI Generated Content with a signifier such as #ai, or #AIGenerated.

20. **Account deletion:** You may delete your OnlyFans account in the 'User Account' section of your OnlyFans account.

- a. If you are a Fan, we will delete your account within a reasonable time and will not charge any further Subscriptions. After we delete your account, you will not have access to your former account or any Content.
- b. If you are a Creator, your account will remain open until all active Fan Subscriptions expire. We will then pay all unpaid Creator Earnings and delete the account. All subscriptions will be deleted and cannot be renewed. After we delete your account, you will not have access to your former account or its Content. Deleting your OnlyFans account will not automatically delete Co-Authored Content posted by another Creator.
- c. After your account is deleted, we may deal with your data in accordance with our [Privacy Policy](#).

21. **Responsibility for alleged loss or damage:**

- a. Whether you are a Consumer or Business User we do not limit our liability where it would be unlawful to do so. Consumers may rely on mandatory provisions of law that apply to them and nothing in our Terms of Service affect a Consumer's rights to rely on mandatory provisions of local law.
- b. If you are a Consumer, you agree that:

We, each Subsidiary, and our employees, owners, representatives, and agents are not liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings arising from or in connection with your use of OnlyFans.

If you are a Consumer User and reside in the United States of America, our total liability to you for claims arising out of or related to your agreement with us shall be limited to USD \$250 per claim.

c. If you are a Business User, you agree that:

We, each Subsidiary, and our employees, owners, representatives, and agents:

exclude (to the extent permitted by law) all implied conditions, warranties, representations, or other terms that may apply to OnlyFans or any Content. This means that if the Terms of Service do not expressly include a promise or commitment by us, then one cannot be implied by law;

are not responsible for any loss or damage that is not a foreseeable result of our breaching the Terms of Service or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to the Terms of Service, both we and you knew it might happen;

are not liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with:

your inability to use OnlyFans or any of its services, features or programs; or

your use of or reliance on any data or information (including Content) stored on OnlyFans;

are not liable to you for any loss of profits; loss of sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; loss of data or information (including Content); or indirect or consequential loss or damage;

are not liable to you if your Content is copied, distributed, reposted elsewhere or its copyright is infringed;

are not liable to you for any disclosure of your identity, or any disclosure or publication of your personal information by other Users or third parties without your consent (also known as "doxing");

are not liable to you for any failure or delay by us in complying with any part of the Terms of Service arising from events outside our reasonable control.

Our total liability to you for any and all claims arising out of or related to your agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the greater of:

100% of the total fees paid by you to us in connection with your use of OnlyFans; or

USD \$5,000.

22. General: You agree that:

- a. If any aspect of your agreement with us is unenforceable, the rest will remain in effect.
- b. If we fail to enforce any aspect of your agreement with us, it will not be a waiver.
- c. We, each Subsidiary, and our employees, owners, representatives, and agents reserve all rights not expressly granted to you.
- d. No implied licenses or other rights are granted to you in relation to any part of OnlyFans, save as expressly set out in the Terms of Service.
- e. Agreeing to our Terms of Service and using OnlyFans does not create an agency, partnership, joint venture, franchisor-franchisee, representative, fiduciary, or employee–employer relationship. You do not have authority to bind us or any Subsidiary in any manner.
- f. Your agreement with us does not give rights to any third parties, except that each Subsidiary and our employees, owners, representatives and agents may enforce the exclusions and limitations of liability and the terms relating to disputes in our Terms of Service.
- g. You cannot transfer, assign, or subcontract your rights or obligations under any agreement with us.
- h. Our rights and obligations under your agreement with us can be assigned or transferred by us to others. We may delegate the performance of any of our obligations under your agreement with us to any third-party.
- i. The Terms of Service form the entire agreement between us and you regarding your access to and use of OnlyFans, and supersede any and all prior oral or written understandings or agreements between us and you.
- j. If you have a complaint about OnlyFans, refer to our [Complaints Policy](#) and our [Appeals Policy](#). If you wish to communicate with us about OnlyFans or our Terms of Service, please email support@onlyfans.com.

23. Choice of law and forum for disputes:

- a. For Consumers:

Choice of law: To the greatest extent permitted by the laws of the place where you live, your agreement with us is governed by the laws of England, which will apply to any claim arising out of or in connection with your agreements with us or your use of OnlyFans including non-contractual disputes or claims. You may also rely on mandatory rules of the law of the country where you live.

Forum selection: For United Kingdom and European Union residents, the courts of England and Wales or the courts of the country where you live will have jurisdiction over a claim which arises out of or in connection with your agreement with us or your use of OnlyFans (including non-contractual disputes or claims). For all others, the courts of England and Wales will have jurisdiction over any claim which arises out of or in connection with your agreement with us or your use of OnlyFans (including non-contractual disputes or claims).

For United States residents, a court in Wilmington, Delaware will have jurisdiction over any claim that is exclusively against Fenix Internet LLC, located at 1000 N. West Street, Suite 1200, Wilmington, Delaware, 19801, a wholly-owned subsidiary of Fenix International Limited.

b. For Business Users:

Choice of law: If you are a Business User, your agreement with us is governed by the laws of England and Wales, which will apply to any dispute arising out of or in connection with your agreement with us or your use of OnlyFans including non-contractual disputes or claims without regard to conflict of law provisions.

Forum selection: If you are a Business User, you and we agree that the courts of England and Wales will have jurisdiction over any claim which arises out of or in connection with your agreement with us or your use of OnlyFans (including non-contractual disputes or claims).

- c. Limitation period for bringing claims: Except where prohibited by applicable law, any claim or cause of action against us or any Subsidiary must be filed within the earlier of one year after the date on which such claim or cause of action arose or the date on which you learned or should have learned of the facts giving rise to the cause of action, or that claim is expressly waived and cannot be brought.
- d. You agree to notify us prior to bringing any cause of action and, if we request it, to submit any dispute to pre-suit mediation. This provision is a material inducement to allow you to use OnlyFans.
- e. If you are a User and commence proceedings against us or any Subsidiary, we reserve the right to terminate your account to minimise the risk of potential harm to OnlyFans,

to us, and to our community.

- f. Documents which initiate Consumer disputes exclusively against Fenix Internet LLC must be served in accordance with US law. Fenix Internet LLC does not accept service in any other manner. All other documents initiating proceedings must be served in accordance with the laws of England and Wales. We do not accept service in any other manner.

- g. Failure to comply with the requirements of this section is a material breach of the

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ACCEPTABLE USE POLICY

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

This sets out what is and is not permitted on OnlyFans and forms part of your agreement with us. Any breach of this Acceptable Use Policy may result in deactivation of your Content and/or your account.

Defined terms in this Policy have the same meanings as in our [Terms of Use](#).

Do not use OnlyFans in any manner that features or facilitates:

1. **Anyone under the age of 18** or anyone in explicit content who is over the age of 18 and who has not completed our Creator onboarding process or provided us with a properly completed release form.
2. **Illegal activity** including actual, claimed, or role-played: exploitation, abuse, or harm of individuals under the age of 18; incest; bestiality; necrophilia; or rape or sexual assault.
3. **Prohibited items** including weapons or controlled substances used in a manner that threatens or may cause harm to yourself or to a third-party.
4. **Hateful conduct** including attacking other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease.
5. **Abuse or harassment** including stalking, doxxing, defaming, or the sharing of non-consensual, fake or manipulated intimate images or otherwise unauthorised images.
6. **Violence or harm** including prohibited role play, use of objects in any way that is likely to cause physical or mental harm, lack of express consent, extreme impact, extreme bondage, or suicide.
7. **Prohibited bodily fluids** including urine or excrement.
8. **Inaccurate information** including misleading descriptions of media or account information.
9. **Any explicit image of another person without their consent** including an artificially generated image.
10. **Public nudity** including explicit conduct in a place where the general public is present or where other people are reasonably likely to see, including in an avatar or header image.

- 11. **Prohibited cyber activity** including spamming, sharing other people's personal data, linking to external media storage sites; referencing to an off-platform site that violates our Terms of Service; or behaves in any way interfering with OnlyFans' software, hardware, or network.
- 12. **Copying content** including scraping, downloading, sharing, or gathering information from OnlyFans or any Creator for any reason.
- 13. **In-person meetings** including to facilitate any transaction other than a Creator Interaction.
- 14. **Prohibited commercial activity** including selling controlled or regulated items, representing that OnlyFans has endorsed you or your content, or infringing a third-party intellectual property right.

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CONTRACT BETWEEN FAN AND CREATOR

1. **Introduction:** This Contract between Fan and Creator ("**this Agreement**") governs each interaction between a Fan and a Creator on OnlyFans.
2. **Scope:** This Agreement is legally binding and applies each time a Creator Interaction is initiated on OnlyFans. This Agreement applies to the exclusion of any other terms which the Fan or Creator may propose.
3. **Parties:** The only parties to this Agreement are the Fan and Creator participating in the Creator Interaction. The Company and/or its Subsidiaries are not parties to this Agreement or any Creator Interaction except as set forth below.
4. **Interpretation:** In this Agreement, defined terms have the following meanings:
 - a. "**Company**": Fenix International Limited
 - b. "**Content**": any material Uploaded to OnlyFans by any User, including any photos, videos, audio, livestream material, data, text, metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever
 - c. "**Creator**": a User who has set up their OnlyFans account to post Content for Fans to view
 - d. "**Creator Earnings**": the portion of a Fan Payment payable to a Creator pursuant to the Terms of Use
 - e. "**Creator Interaction**": an interaction on OnlyFans that grants access to a Creator's Content, including: (i) a Subscription; (ii) a payment for pay-per-view Content; and (iii) any other interaction or payment between a User and a Creator's account or Content, including direct messages
 - f. "**Creator Interaction Licence**": the non-transferable, non-sublicensable, and non-exclusive rights each Creator grants to Relevant Content
 - g. "**Fan**": a User who has registered for an account and who can access a Creators' Content via a Creator Interaction
 - h. "**Fan Payment**": any payment related to a Creator Interaction

- Contract Between Fan and Creator as OnlyFans
- i. **"FIL Fee"**: the 20% of all Fan Payments charged to Creators in accordance with the Terms of Use
 - j. **"Include", "Includes" and "Including"** also mean **"without limitation"**
 - k. **"Indirect Sales Taxes"**: any Tax that is statutorily applied to Fan Payments in any relevant jurisdiction
 - l. **"OnlyFans"**: the website accessed via www.onlyfans.com or via any web browser, which is owned and operated by the Company
 - m. **"Paid Relevant Content"**: any Content for which the Fan must make a Fan Payment
 - n. **"Referring User"**: a User who participates in the OnlyFans Referral Program
 - o. **"Relevant Content"**: the applicable Content of a Creator to which a Creator Interaction relates
 - p. **"Subscription"**: a Fan's binding agreement to obtain access for a specific period of time to all Content that a Creator makes available to Fans in exchange for authorising automatic renewal payments. This excludes individually priced Content.
 - q. **"Subsidiary"**: any legal entity which the Company or one of the Company's subsidiaries, alone or with other Company subsidiaries, owns, or has the power to vote or control
 - r. **"Tax"**: all forms of tax and statutory or governmental charges, duties, imposts, contributions, levies, withholdings, or liabilities wherever chargeable in any applicable jurisdiction
 - s. **"Upload"**: publish, display, post, type, input, or otherwise share any photos, videos, audio, livestream material, data, text, metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever
 - t. **"User"**: any user of OnlyFans, whether a Creator or a Fan or both (also referred to as **"you"** or **"your"**)
5. **Pricing and payment**: The Fan entering into a Creator Interaction agrees to pay the applicable Fan Payment plus any Indirect Sales Tax, which the Company and its Subsidiaries are authorised to collect. The Company is also authorised to deduct the FIL Fee, to pay out Creator Earnings, and to pay applicable referral payments.
6. **Subscriptions and Renewals**: When you select **"Subscribe,"** you agree to start a **Subscription**. A Subscription will automatically renew at the current rate (plus Indirect Sales Tax). You authorise the Company to charge you again after each Subscription, unless: (i) your payment is declined and you have not provided another payment; (ii) the

Subscription price has increased; (iii) you switched off the "Auto-Renew" feature on the Creator's account; or (iv) you close your OnlyFans account before the new Subscription period begins. **By selecting "Subscribe," you agree to these provisions, and acknowledge that you will not receive further notice regarding the renewal of that Subscription.**

7. **Licence of Content:** As part of a Creator Interaction, the Creator grants a Creator Interaction Licence. The Creator Interaction Licence permits a Fan access to Relevant Content.
8. **Ownership of Content:** The Creator Interaction Licence does not grant any Fan ownership rights to the Relevant Content.
9. **Expiry of licence:** The Creator Interaction Licence expires automatically without notice:
 - a. if the Fan Payment related to the Creator Interaction was unsuccessful, charged back, or reversed;
 - b. if the Creator deletes either the Relevant Content or their Creator account;
 - c. when an active Subscription period ends;
 - d. if the Fan's account is suspended or terminated;
 - e. if the Fan breaches the OnlyFans Terms of Service;
 - f. if Relevant Content is removed from the Creator's account or the Creator's account is suspended or terminated; and
 - g. if the Fan closes their account.
10. **Removal of Content:** The Company reserves the right to remove any Content from a Creator's account at any time. The Fan participating in the Creator Interaction acknowledges that Creators may remove Content, including pay-per-view Content at any time.
11. **Cancellation and refunds:** In respect of every Creator Interaction:
 - a. The Fan will gain access to the Relevant Content within 14 days of the Creator Interaction. The Fan agrees that any statutory right to cancel the Creator Interaction under the Consumer Rights Act 2015, the UK Consumer Contracts Regulations 2013, EU Directive 2011/83, or any other equivalent applicable law is therefore not applicable regarding any Creator Interaction other than a Subscription.
 - b. This Agreement does not affect any statutory right to a refund which a Fan may have under the Consumer Rights Act 2015, the UK Consumer Contracts Regulations 2013, UE Directive 2011/83 or any other applicable law.

c. Cancellations and refunds also are subject to the Company's Terms of Use.

12. Obligations between Creator and Fan in Creator Interactions:

- a. The Fan and the Creator agree to comply at all times with OnlyFans Terms of Service.
- b. The Creator is solely responsible for creating and publishing Relevant Content.
- c. The Creator warrants that it possesses all necessary rights to grant a Creator Interaction Licence.
- d. The Creator agrees to provide Paid Relevant Content once the Fan has made the Fan Payment.
- e. The Fan acknowledges that third parties may assist Creators in operating their accounts and in Creator Interactions.
- f. The Fan agrees to make the Fan Payment required to access Paid Relevant Content.
- g. The Fan agrees not to initiate a chargeback unless the Fan disputes the Creator Interaction in good faith.
- h. The Fan assumes all risk of accessing the Relevant Content unless the Creator engages in negligence or another breach of duty.

13. No guarantees: The Fan participating in the Creator Interaction acknowledges that circumstances may prevent access to Relevant Content, including if the availability of all or any part of OnlyFans is suspended or inaccessible.

14. Applicable law and forum for disputes:

- a. To the greatest extent permitted by the laws of the place where you live, this Agreement is governed by the laws of England and Wales, which will apply to any claim that arises out of or relates to this Agreement. The Fan will also be able to rely on mandatory rules of the law of the country where they live.
- b. Where claims can be brought:
 - i. Any Fan resident in the United Kingdom or the European Union may bring a claim under this Agreement in the courts of England and Wales or the country where the Fan lives.
 - ii. All other Fans must bring a claim under this Agreement in the courts of England and Wales.

15. Severability: In the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or is prohibited by law, the remaining provisions

of the Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and binding as though such invalid, unenforceable, or prohibited provision were not included herein.

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PLATFORM TO BUSINESS REGULATION TERMS

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

1. **Introduction:** We comply with the fairness and transparency requirements set out in EU Regulation 2019/1150 (the "Platform to Business Regulation"). Here are a few key things to note:

You must abide by our Terms of Service, obey all applicable laws, and comply with all applicable tax regulations.

At our sole discretion, we may promote or recommend Creators.

These Platform to Business Regulation Terms explain how Business Users may submit complaints and engage in mediation of disputes.

2. **Interpretation:** Unless specifically defined in these Platform to Business Regulation Terms, terms have the same meanings given to them in the [Terms of Use](#).
3. **Applicability:** These Platform to Business Regulation Terms only apply to Creators who are established or resident in the European Union or the United Kingdom.
4. **Promoting via social media:** We may promote Creators via our social media accounts.
5. **Suggesting Creators on OnlyFans:** We may suggest that Users follow Creator accounts.
6. **Complaints:** Submit a complaint to support@onlyfans.com if it is about:
 - a. our alleged non-compliance with any obligations in the Platform to Business Regulation which affect you;
 - b. technological issues relating directly to OnlyFans and which affect you; or
 - c. measures taken by us or our conduct which relate directly to OnlyFans and which affect you.
7. **Complaint handling process:** Following receipt of a complaint submitted under these Platform to Business Regulation Terms, we will:
 - a. consider your complaint and any needed follow-up from us (including asking you for further information or documents) in order to adequately address the issue raised;

- b. process your complaint within a reasonable time, taking into account the importance and complexity of the issue raised; and
- c. communicate to you in plain and intelligible language by email or by message to your OnlyFans account the outcome of the internal complaint handling process.

8. **Mediation service:** If your complaint under these Platform to Business Regulation Terms is not resolved to your satisfaction through our internal complaint-handling process as set out above, you may contact:

Centre for Effective Dispute Resolution
International Dispute Resolution Centre
P2B Panel of Mediators
70 Fleet Street
London
EC4Y 1EU
United Kingdom
<https://www.cedr.com/p2bmediation/>

or

International Centre for Dispute Resolution
150 East 42nd Street, Floor 17
New York, NY 10017
<https://www.icdr.org/>

You and we will act in good faith throughout any mediation. However, any attempt to reach agreement through mediation on the settlement of a dispute between us will not affect our or your rights to commence legal proceedings at any time before, during or after the mediation process, as such rights are set out in our [Terms of Use](#).

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REFERRAL PROGRAM TERMS

WARNING!

In compliance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please read the warning below in respect of the OnlyFans Referral Program:

It is illegal for us or for a participant in the OnlyFans Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the OnlyFans Referral Program.

Do not be misled by claims that high earnings are easily achieved from participation in the OnlyFans Referral Program.

Although we do not demand any payment from Referring Users for the purposes of participating in the OnlyFans Referral Program, we are legally required to inform you that if you sign this contract, you have 14 days in which to cancel and get your money back.

BY PARTICIPATING IN OUR REFERRAL PROGRAM YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY.

1. **Introduction:** These Referral Program Terms are additional terms which apply if you use the OnlyFans Referral Program. These Referral Program Terms form part of your agreement with us. **Here are a few key things to note:**

At all times, you must abide by our Terms of Service, all applicable laws, and all applicable tax regulations.

You must have a current User account to participate in the OnlyFans Referral Program.

Referring Users will be paid a referral payment of 5% on Fan Payments generated by the Referred Creator in the 12 months after the Referred Creator becomes a registered User of OnlyFans, up to a maximum referral payment of US\$50,000 per Referred Creator.

We may withhold referral payments or terminate a Referred Creator's participation for breaches of OnlyFans Terms of Service.

The OnlyFans Referral Program is operated by Fenix International Limited with a company registration number 10354575 and a registered address at 9th Floor, 107 Cheapside, London, EC2V 6DN.

2. **Interpretation:** In these Referral Program Terms defined terms have the same meanings given to them in the [Terms of Use](#). In addition:
 - a. "Referring User" is also referred to as "you" or "your" in these Referral Program Terms;
 - b. "Referred Creator" means the person who joins OnlyFans as a new Creator via the Referring User's unique referral link.
3. **The OnlyFans Referral Program:** OnlyFans offers a program ("Referral Program") by which Users can introduce new Creators to OnlyFans and are eligible to receive payments according to these Referral Program Terms.
4. **Referral Program rules:**
 - a. Users can participate in the Referral Program. If a User's account has been suspended or terminated by us for any reason or deleted by the User, that User is ineligible for the Referral Program.
 - b. You must add bank account or payment method details to your account in order to receive referral payments under the OnlyFans Referral Program.
 - c. Each User has a unique referral link which the User may share with others. When sharing a referral link, do not impersonate OnlyFans or give the impression that OnlyFans is sharing or promoting your referral link. Do not use Google Ads or any similar advertising platform or search engine advertising service to share or promote your referral link. Upon our request, you must disclose the methods by which you share your unique referral link.
 - d. The Referred Creator must click on your unique referral link and then register with OnlyFans using the same browser that they used to click on your referral link. We also use certain cookies (as set out in our [Cookies Notice](#)) to allow us to recognise you and the Referred Creator. If someone registers with OnlyFans other than by using your referral link, or you or the Referred Creator does not accept these cookies, we will not link that account to your referral and will not make referral payments to you. Disabling, clearing, or blocking these cookies may also prevent our ability to recognise referrals and make referral payments made under this Referral Program.

- e. Referral payments will be made to you only on Referred Creator accounts. No referral payments will be earned or made on Fan accounts that register via a referral link unless that Fan later becomes a Creator.
- f. If a Referred Creator sets up more than one User account using a referral link, referral payments will only be made on the earnings in the Referred User's first-registered account. No referral payments will be made on any other of the Referred Creator's accounts.
- g. No referral payments will be made to you on earnings in any account which we determine is owned or is operated by you, or is owned or operated by a Referred Creator with whom you have a commercial relationship. You must provide any information which we request to enable us to determine whether any account is owned or is operated by you, or is owned or operated by a Referred Creator with whom you have a commercial relationship.
- h. You agree that when promoting OnlyFans in any way as a Referring User:
 - you will not give a false impression of OnlyFans; and
 - you will not make any statements which suggest that a Creator will make a particular sum of money (or any money) on OnlyFans.
- i. A Referred Creator can elect to withdraw from the Referral Program for any reason at any time. If a Referred Creator ceases to be part of the Referral Program, no further referral payments will be made to the Referring User.

5. Referral payments:

- a. **Referral payment calculations:** Once a Referred Creator establishes an account, the Referring User will be paid a referral payment for each Referred Creator that is the lesser of: (i) five per cent (5%) of Fan Payments generated by the Referred Creator in the twelve months after the Referred Creator's registration date; or (ii) US\$50,000.

This means that if a Referred Creator generates Fan Payments with a total value of US\$1 million or more in the twelve months after the Referred Creator's registration date, then the Referring User's payments in relation to that Referred Creator will be US\$50,000.

However, if the Referred Creator generates Fan Payments with a total value of less than US\$1 million in the twelve months after the Referred Creator's registration date, then the Referring User will be paid five per cent (5%) of the Fan Payments the Referred Creator generated in the twelve months after the Referred Creator's registration date.

- b. **Indirect Sales Taxes:** All referral payments to each Referring User will be inclusive of any applicable Indirect Sales Tax (as defined in the [Terms of Use](#)) which is or becomes chargeable on any supplies made by you.
- c. **Warning:** In compliance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please read the warning below in respect of the OnlyFans Referral Program:

It is illegal for us or for a participant in the OnlyFans Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the OnlyFans Referral Program.

Do not be misled by claims that high earnings are easily achieved from participation in the OnlyFans Referral Program.

- d. **Payout methods:** To receive referral payments you must first choose a payout method offered by OnlyFans in your country of residence.
- e. **Referral payment frequency:** The referral payments due to you that accrue in one calendar month will be transferred to you on or around the first day of the next calendar month.
- f. **Cost:** We bear the cost of the referral payment, not the Referred Creator.

6. Our rights relating to the referral program.

- a. We may request you and/or Referred Creators to provide us with ID and other information reasonably required to verify any referral payment to be made and the person to whom any referral payment should be made. Failure to provide any information we request may forfeit your entitlement to referral payments in respect of the relevant Referred Creator.
- b. We may change any aspect of the OnlyFans Referral Program (including how referral payments are calculated) or discontinue the OnlyFans Referral Program at any time, but no change will deprive any Referring User of referral payments already earned based on Fan Payments made to Referred Creators before the changes came into effect.

- 7. **Circumstances in which we may withhold referral payments:** The provisions in the Terms of Use that apply to withholding and/or treating as forfeited Creator Earnings applies to unpaid referral payments.

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Complaints Policy

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY - PLEASE READ IT CAREFULLY

1. **Introduction:** This Policy forms part of your agreement with us. We will handle complaints in keeping with this Policy. Here are a few key things to note:

By making a complaint, you confirm that you believe that the information you have provided is accurate and complete.

This Policy explains how we handle complaints about:

- how we enforce our Terms of Service;
- Content on OnlyFans that may be illegal or in breach of our Terms of Service; and
- compliance with applicable laws.

This Policy does not apply to complaints regarding Content or account moderation decisions or copyright infringement.

2. **Contact information:** OnlyFans is operated by Fenix International Limited, a limited company registered in England and Wales, with company registration number 10354575. Our registered office address is located at 9th Floor, 107 Cheapside, London, EC2V 6DN.

3. **Interpretation:** Unless specifically defined in this Policy, the meanings given to words defined in the [Terms of Use](#) have the same meanings in this Policy.
4. **Complaints about Content moderation decisions:** We moderate Content according to our Terms of Service. To complain about a decision to deactivate Content, to deactivate an account, or to issue a final warning, you must complete an [OnlyFans Deactivation Appeal Form](#). Appeals against a Content moderation decision including any decision to remove Content, deactivate an account, or ban you from using OnlyFans because we believe you have engaged in an illegal act are subject to our [Appeals Policy](#).
5. **Complaints about copyright infringement:** Complaints about suspected copyright infringement are subject to our [DMCA Takedown Policy](#).
6. **How to make a complaint about anything else:**
 - a. You can make a complaint in any of the following ways:
 - i. using our [Contact Form](#) select the reason for your complaint from the drop down menu and use the 'Enter your message' field to explain the issue you are complaining about;
 - ii. using the "Report" function on the Content page select the reason for your complaint from the drop down menu;
 - iii. emailing support@onlyfans.com; and
 - iv. writing to Fenix International Limited, 9th Floor, 107 Cheapside, London, EC2V 6DN.
 - b. You must provide enough information so we can investigate your complaint (including any relevant URLs). If a complaint is missing important information, we may not be able to properly consider it.
7. **How we review complaints:** When reviewing a complaint:
 - a. we will review the relevant information and the supporting documents that you have provided;
 - b. we may request additional information or documents from you, or from third parties, to help us address your complaint;
 - c. we will review your complaint in good faith and within any legally applicable time limit;
 - d. if your complaint is regarding Content which appears on OnlyFans and we determine that the Content constitutes a material violation of our Terms of Service, we will remove it; and
 - e. we will Notify you when our review of your complaint is complete and any action taken as a result of your complaint. If we determine that the Content complies with our Terms of

Service and do not remove it, you can appeal our decision as described in our [Appeals Policy](#).

- 8. **Abuse of this complaints process:** We do not tolerate complaints made in bad faith or complaints that are abusive, harassing, or otherwise intended to harm anyone. If you are an OnlyFans User, and make an abusive or unfounded complaint we may terminate your account.
- 9. **EU/EEA Consumer Mediation Services:** If you are in the European Economic Area you may, but are not required to, seek resolution of any dispute with us through consumer mediation services using the [European Online Dispute Resolution \(ODR\)](#) platform. We are not obliged to participate in alternative dispute resolution proceedings (except in very limited circumstances).
- 10. **Regulatory complaints under the DSA (EU/EEA):** If you are in the European Economic Area and encounter an infringement of the EU's Digital Services Act while using OnlyFans, you have the right to complain to the Digital Services Coordinator of the country where you are located. You may also report or complain to us under this Complaints Policy and dispute our decision under our [Appeals Policy](#).
- 11. **Regulatory complaints:** OnlyFans is regulated by Ofcom and the Information Commissioner's Office in the United Kingdom and the eSafety Commissioner in Australia. Users resident in Australia can contact eSafety to report concerns about the safe use of technology [here](#).
- 12. **Breach of contract claims under the Online Safety Act:** Users in the United Kingdom are entitled to bring a breach of contract claim against us, including where we breach our Terms of Service in how we (i) take down or restrict access to your Content; or (ii) suspend or ban you from using OnlyFans.
- 13. **Your statutory rights:** These provisions do not affect your statutory rights.

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Appeals Policy

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY - PLEASE READ IT CAREFULLY

1. **Introduction:** This Policy forms part of your agreement with us. Here are a few key things to note:

you must follow the procedures below to appeal a Content or account moderation decision.

OnlyFans will handle appeals in keeping with this Policy.

2. **Contact information:** OnlyFans is operated by Fenix International Limited, a limited company registered in England and Wales, with company registration number 10354575, and registered office at 9th Floor, 107 Cheapside, London, EC2V 6DN. If you have questions about this Policy please contact support@onlyfans.com.
3. **Interpretation:** Unless specifically defined in this Policy, the meanings given to words defined in the [Terms of Use](#) have the same meanings.

"Decision": any action taken by OnlyFans to:

- i. suspend or deactivate an account;

- ii. suspend or deactivate Content shared to or from an account;
- iii. impose a final warning for a violation on an account;
- iv. restrict account features (for example, the ability to livestream); or
- v. suspend, terminate, or restrict the ability to monetise Content, including by preventing subscriptions or limiting your ability to accept certain types of payments.

4. **Use:** This Policy can be used in two ways:

- i. by OnlyFans Users who want us to review or reverse a Decision; or
- ii. by non-OnlyFans-users in the EU/EEA who have complained about suspected illegal or non-consensual Content on OnlyFans and who disagree with OnlyFans' appeal response.

5. **Appeal procedure:** The only way to appeal a Decision is to complete and submit the [Deactivation Appeal Form](#).

6. **Required information:** Only fully completed Deactivation Appeal Forms will be considered. Your Deactivation Appeal Form must include:

- a. the URL or username of the account;
- b. the URL of Content subject to the appeal;
- c. detailed reasons why you believe your Content or account is in keeping with the OnlyFans Terms of Service and [Acceptable Use Policy](#); and
- d. for non-OnlyFans-users in the EU/EEA who disagree with our decision to permit Content to remain on OnlyFans why you believe the Content is illegal or non-consensual.

7. **Timing of appeals:** All appeals should be filed within six months of a Decision.



8. **Review process:** If we receive a completed [Deactivation Appeal Form](#):

- a. we will review the relevant OnlyFans account information;
- b. we will consider the information and the supporting documents that you have provided;
- c. we may request additional information or documents from you or from third parties to help us decide the appeal; and
- d. based on the information, we will grant, grant in part, or deny your appeal, and we will notify you of our decision:

- i. If we grant your appeal, we will reverse each relevant Decision and any actions taken as a result of each Decision.
 - ii. If we grant your appeal in part, we will notify you of each Decision that has been reversed and any actions taken as a result.
 - iii. If we deny your appeal, no Decision will change.
9. **No liability:** We are not liable for any interruption of access to your OnlyFans account, including any loss of earnings or subscribers, even where we grant some or all of your appeal.
10. **Appeals team:** Our Appeals Team will consider each properly filed appeal based on the information provided in a non-discriminatory, diligent, and non-arbitrary manner.
11. **Situations where a Decision cannot be appealed:** This Policy does not apply to any irreversible Decision (for example, a Decision to end a livestream).
12. **Additional procedures for users in the EU/EEA:**
- i. You may also file a complaint with a regulatory authority and/or seek a remedy via a certified third-party out-of-court dispute settlement body or the relevant courts in your country of residence/establishment.
 - ii. In certain circumstances, out-of-court dispute settlements under the EU Digital Services Act ("DSA") may apply. Each EU member state must certify an out-of-court dispute settlement body to handle eligible disputes.
 - iii. You also have the option of judicial redress by pursuing your claim in a court which has jurisdiction.
 - iv. You may submit a report or complaint regarding Content which you believe is illegal or otherwise violates our Terms of Service. We will review all reports and complaints, and determine whether we agree that a violation of our Terms of Service has occurred.
 - v. If we conclude that no violation of our Terms of Service has occurred and elect not to make a Decision regarding the relevant Content, you may be able to refer the matter to an out-of-court dispute settlement body. If you do, we will engage with the out-of-court dispute settlement body in good faith and as required by law.
 - vi. We are not bound by any decisions made by an out-of-court dispute settlement body, and may refuse to engage with an out-of-court dispute settlement body if a dispute concerning the same Content, and the same grounds of alleged incompatibility with our Terms of Service has already been resolved.
 - vii. We have also appointed an EU Representative who may be reached as follows:

DAPR sp. z o.o.
Poland Company Number 0000688178
Zurawia 47 Street
00-680 Warsaw, Poland
fenix.eurep@dapr.pl

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	Acceptable Use Policy	

UK VAT POLICY

1. UK VAT and UK established Creators:

- i. For the purposes of UK VAT only, Creators are treated as providing their services to OnlyFans, rather than to Fans directly.
- ii. If you are a Creator registered for UK VAT:
 1. You will be treated, for VAT purposes, as charging OnlyFans your Creator Earnings (80% of all and any Fan Payments), together with UK VAT at the prevailing rate in force at the time of the Fan Payment.
 2. OnlyFans also agrees that, subject to the Terms of Service, any payments due to you under the [Referral Program Terms](#) ("Referral Payments") will be deemed VAT inclusive.
 3. The VAT element added to your Creator Earnings (and Referral Payments, if any) (the "VAT Amount") will be separately paid from your regular Creator Earnings, provided that you first provide:
 - a. your VAT registration number, by completing this form: <https://onlyfans.com/my/banking/vat>;
 - b. a VAT invoice, using the OnlyFans VAT invoice generator tool: <https://onlyfans.com/my/banking/vat/create-document>; and
 - c. a completed VAT return made to HM Revenue & Customs for the relevant period. You can find monthly earning details at <https://onlyfans.com/my/stats/earnings>.
- iii. You shall pay the VAT Amount which is paid to you directly to HM Revenue & Customs.
- iv. If you need further information about how to receive the VAT Amount, email vat@onlyfans.com, consult our [Community Guidelines](#), or visit the HM Revenue & Customs guidance at <https://www.gov.uk/vat-registration/when-to-register>.
- v. You must provide us with copies of all VAT invoices and VAT returns in connection with your Creator Earnings (and Referral Payments, if any) upon request. It is your obligation alone to remain VAT compliant.

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